

JUDGE SWEET

10 CIV 2886

LAW OFFICES OF GEORGE N. PROIOS, PLLC
Attorneys for Plaintiff
65 West 36th Street
New York, NY 10018-7702
(212)279-8880

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BOMINFLOT BUNKER OIL CORPORATION

Plaintiff,

v.

M/V CHARLES ISLAND, its engines, tackle
and apparel,

Defendant *in rem*,

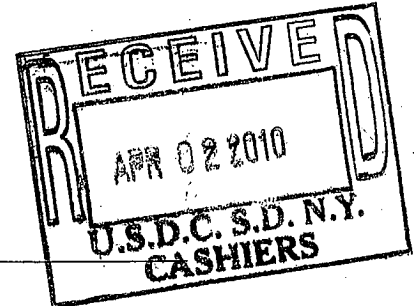
and

South Pacific Shipping Co. Ltd.,

Defendant *in personam*.

10 CV

ECF Case



**VERIFIED COMPLAINT WITH
REQUEST FOR ARREST OF
VESSEL AND FOR ISSUE OF
WRIT OF MARITIME
ATTACHMENT AND
GARNISHMENT**

Plaintiff Bominflot Bunker Oil Corporation (hereinafter "Bominflot") complains of the defendants M/V CHARLES ISLAND, its engines, tackle and apparel, defendant *in rem*, and South Pacific Shipping Co. Ltd. ("South Pacific"), defendant *in personam*, and alleges upon information and belief as follows:

JURISDICTION AND VENUE

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction.

PARTIES

2. At all material times, Bominflot was and is now a company organized and existing under the laws of Delaware.

3. At all material times, South Pacific was and is now a company organized and existing under the laws of Ecuador. The M/V CHARLES ISLAND (the "Vessel") is an ocean going vessel.

THE BASIC FACTS

4. On or about February 9, 2010, Bominflot issued a confirmation of bunker sale for the sale of marine fuel bunkers to the "Master a/o Owner a/o Charterer a/o Operator a/o Manager a/o M/V CHARLES ISLAND a/o South Pacific Shipping Co Ltd." The Vessel is an ocean going vessel that defendant South Pacific owned, operated or chartered. (Exhibit A)

5. The bunkers were delivered to the Vessel on February 14, 2010, and the bunker delivery receipt (Exhibit B hereto) was signed by the Vessel's Chief Engineer.

5. Bominflot issued its invoice for that bunker purchase, in the amount of \$191,793.39, to the defendants on March 1, 2010. Payment terms were thirty days from date of delivery. Payment was due March 16, 2010. (Exhibit C)

6. To date, payment has not been received.

7. Additionally, Bominflot has sold marine fuel to defendant South Pacific for several of its other vessels, and for which it has not been paid.

8. On or about February 24, 2010, Bominflot sold marine fuel to defendant South Pacific for the fueling of the M/V DUNCAN ISLAND, an ocean cargo vessel that defendant owned, operated or chartered.

9. Bominflot issued its invoice for that bunker purchase, in the amount of \$195,577.45, to the defendants, with payment terms of thirty days from date of delivery. Payment was due March 26, 2010.

10. To date, payment has not been received.

11. On or about March 3, 2010, Bominflot sold marine fuel to defendant South Pacific for the fueling of the M/V DUNCAN ISLAND, an ocean cargo vessel that defendant owned, operated or chartered.

12. Bominflot issued its invoice for that bunker purchase, in the amount of \$54,142.02, to the defendants, with payment terms of thirty days from date of delivery. Payment was due April 1, 2010.

13. To date, payment has not been received.

14. On or about March 4, 2010, Bominflot sold marine fuel to defendant South Pacific for the fueling of the M/V BERING SEA, an ocean cargo vessel that Defendant owned, operated or chartered.

15. Bominflot issued its invoice for that bunker purchase, in the amount of \$408,034.13, to the defendants, with payment terms of thirty days from date of delivery. Payment is due April 2, 2010. Payment has not been received.

16. Bominflot has made numerous attempts to collect the amounts due, without success. To date, the aggregate amount owed to Bominflot by South Pacific is \$849,546.99.

(Exhibit D)

Bominflot now seeks to secure its maritime lien rights by arresting the Vessel at its next U.S. port of call, which will be New York, on or about April 5, 2010.

COUNT I
In Rem Against the Vessel Supplemental Rule C

16. Bominflot repeats and re-alleges the foregoing paragraphs.

17. Bominflot possesses a maritime lien in rem against the Vessel in the full amount of its provision of bunkers to the Vessel, that amount being \$191,793.39.

18. Plaintiff has suffered damages as a result of South Pacific's failure to pay the amounts owed for the bunkers provided to the Vessel, as well as those provided to its two sister ships, which total \$849,546.99 in the aggregate. Bominflot holds a maritime lien against the Vessel in the amounts set out immediately above, and respectfully request that this Court enter judgment in its favor against the Vessel *in rem* for this amount, as set out below.

Count II
Quasi In Rem Against South Pacific Shipping Co. Ltd.
Supplemental Rule B

19. Bominflot repeats and re-alleges the foregoing paragraphs.

20. South Pacific, as agent to the M/V CHARLES ISLAND, as well as to the M/V DUNCAN ISLAND and M/V BERING SEA, contracted with Bominflot for the purchase of marine bunker fuels to be delivered to each of the vessels and is liable for the costs of those bunkers.

21. Bominflot seeks issue of process of maritime attachment so that it may obtain security for its claims. No security for Bominflot's claims has been posted by South Pacific or anyone acting on his behalf to date.

22. South Pacific cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure ("Rule B"), but is believed to have, or will have during the pendency of this action,

property in this jurisdiction, including the Vessel.

WHEREFORE, Plaintiff Bominflot prays:

(A) **Count I (in rem against the Vessel):**

- (1) That this Court enter judgment against the Vessel, *in rem*, ordering that Bominflot's claims of at least Eight Hundred Forty-Nine Thousand Five Hundred Forty-Six Dollars and Ninety-Nine Cents (\$849,546.99), to be paid from the proceeds of the sale of the Vessel;
- (2) That process in due form of law issue against the Vessel, pursuant to Supplemental Rule C, citing any claimant to the Vessel to appear and answer under oath all and singular the matters alleged in the Verified Complaint;
- (3) That the Vessel, its engines, tackle, freights, and apparel be sold in the arrest pursuant to Supplemental Rule C to the extent of the amount of Bominflot's total claims, at the time of the sale;

(B) **Count II (quasi in rem against Ramkisson):**

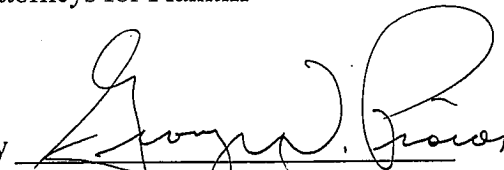
- (1) That this Court enter judgment against defendant South Pacific, ordering that Bominflot's claims of at least Eight Hundred Forty-Nine Thousand Five Hundred Forty-Six Dollars and Ninety-Nine Cents (\$849,546.99) be paid from the proceeds of the sale of the Vessel and by South Pacific, jointly and severally;
- (2) That since South Pacific cannot be found within this District pursuant to Rule B, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of their tangible or intangible property or any other funds held by any garnishee, which are due and owing to South Pacific up to the amount of at least the amount demanded herein to secure Bominflot's claim, and that all persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint;

(C) That this Court award Plaintiff Bominflot such other and further relief that this Court deems just and proper.

Dated: New York, NY
April 2, 2010.

Respectfully submitted,
Law Offices of George N. Proios, PLLC
Attorneys for Plaintiff

By



George N. Proios
65 West 36th Street
New York, NY 10018-7702
(212) 279-8880

OF COUNSEL:
J. Stephen Simms
John T. Ward
Simms Showers LLP
20 S. Charles Street - Suite 702
Baltimore, Maryland 21201
(410) 783-5795

EXHIBIT A

**Bominflot**

Bominflot Inc.,
10777 Westheimer, Suite 955
Houston, TX 77042

Tel: (713) 952-5151
Fax: (713) 977-1275
www.bominflot.net

CONFIRMATION OF BUNKER SALE

To: KPI
Attn: Phil
Date: February 9, 2010

Thank you for your bunker nomination, details of which appear below. This transaction will be governed by our General Conditions of Sale and Delivery, effective from January 1, 2006, a copy of which is in your possession (*). In respect of clause 18.1 thereof, Seller hereby elects governing law as that of the United States and/or General Maritime law.

<u>Vessel:</u>	"CHARLES ISLAND" (IMO # 9059626)
<u>Port:</u>	Cristobal, Republic of Panama
<u>Requested delivery date:</u>	February 15, 2010
<u>Grade 1:</u>	IF380 cSt (RMG-380)
<u>Quantity 1:</u>	400 MT
<u>Price 1:</u>	\$460.00 MTW
<u>Grade 2:</u>	N/A
<u>Quantity 2:</u>	N/A
<u>Price 2:</u>	N/A
<u>Grade 3:</u>	N/A
<u>Quantity 3:</u>	N/A
<u>Price 3:</u>	N/A
<u>Delivery:</u>	See below
<u>Agent:</u>	PACSHIP
<u>Comments:</u>	N/A
<u>Payment Terms:</u>	In net cash without deduction, set-off or counterclaim by telegraphic transfer for irrevocable credit to seller's designated bank account within 30 calendar days of delivery date.
<u>For the account of:</u>	Master a/o Owner a/o Charterer a/o Operator a/o Manager a/o mv "CHARLES ISLAND" a/o SOUTH PACIFIC SHIPPING CO LTD
<u>Commission:</u>	Grade 1: \$1.00 / MT, Grade 2: N/A / MT, Grade 3: N/A / MT

Delivery charges:

\$6,000.00 lumpsum for the first 500 MT, \$2.60 / MT thereafter, plus \$200.00 lumpsum fuel surcharge. Overtime \$250.00 lumpsum charged for nights (18:00 hr - 06:00 hr), and all day weekends and holidays.

Pipeline fee \$0.50 / gross bbl (minimum \$750.00) plus pollution fee \$0.05 / gross bbl (no minimum).

Barge delivery subject to "first-come-first-served" basis.



Unless otherwise stated above, products conform to the requirements of ISO 8217:2005 (E) or later edition.

If product purchased under this agreement includes marine gas oil (dyed diesel fuel), buyer certifies that such product is being purchased for non-taxable use only.

Supplier declares that the fuel delivery is in conformity with regulations 14(1) or (4)(a) and 18(1) of MARPOL 73/78, Annex VI. The MARPOL sample will be taken by supplier at barge / truck manifold, or at the fixed shore connection (ex-pipe supplies), as applicable to the method of supply.

In accordance with the requirements of SOLAS regulation VI/5-1, a material safety data sheet (MSDS) for each type of product supplied will be handed to the receiving vessel personnel. This MSDS will comply with Annex 1 and Annex 2 of this regulation (effective July 1st, 2009).

This confirms our understanding of the bunker nomination discussed and agreed. In the case of a broker-arranged nomination, a copy of this confirmation shall be sent in its entirety by the broker to the Buyer. Please confirm Buyer's acceptance, reporting any errors/omissions by return. In absence of any written advice to the contrary, or where Buyer's confirmation materially differs from the details given above, Seller's confirmation will be binding on all parties and delivery will be effected in accordance with the applicable General Conditions of Sale and Delivery (*).

(*) Copy immediately available upon request, or via <http://www.bominflot.net/downloads/>

We thank you for this business.

Best regards,

Bominflot Inc., Houston

marketing@bominbunkers.com

Noah Carson

From: voorhees@kpi-oil.com
Sent: Tuesday, February 09, 2010 10:59 AM
To: Marketing
Cc: Noah Carson; voorhees@kpi-oil.com; voorhees@kpi-oil.com
Subject: BUNKER NOMINATION - CHARLES ISLAND - CRISTOBAL - 15 FEB 2010 -

Categories: Blue Category

TO : BOMINFLOT, INC.
ATTN : NOAH CARSON
FROM : KPI OIL ASSOCIATES, INC.

PER OUR EARLIER TELCON OF TODAY, HERE IS THE APPLICABLE NOMINATION:

OUR REF # : 10-18316
VESSEL : CHARLES ISLAND
PORT : CRISTOBAL
ETA : 15 FEB 2010
ACCOUNT : SOUTH PACIFIC SHIPPING CO LTD
SUPPLIER : BOMINFLOT, INC.

PRODUCT : IFO 380CST
SPECS : RMG 380
QUANTITY : 400 MT
PRICE : \$460.00 / MT
COMMISSION : \$1.00 / MT

DELIVERY : BARGING 0-500 MTS, \$6,000 THEREAFTER EVERY ADDITIONAL MT AT \$2.60/MT. PLUS \$200 FUEL SURCHARGE. OVERTIME, WEEKEND AND HOLIDAYS, \$250.00. PIPELINE FEE, \$0.50/GROSS BBL (MIN. \$750 FOR 1500 BBLs OR LESS, EXCEPT IF VIA RTW). ANTI-POLLUTION FEE, \$0.05/GROSS BBL. DELIVERY ON "FIRST COME, FIRST SERVE" BASIS.

AGENT : PACSHIP
PAY TERMS : 30 DDD
NOTE : *** DELIVERY TO BE ON NON-TRADER TANKERS BARGE ***

NOTE : SELLERS TERMS, WELLKNOWN TO BUYER, APPLICABLE
NOTE : FULL ISO 8217 SPECIFICATIONS APPLICABLE
NOTE : DELIVERY / PRODUCT TO BE MARPOL ANNEX VI COMPLIANT

PLEASE ARRANGE AND CONFIRM SUPPLY.

WITH REGARDS,
PHILIP VOORHEES
KPI OIL ASSOCIATES, INC.

EXHIBIT B

Bominflot**Bunker Delivery Receipt**

Bominflot Inc. d/b/a
Bominflot Atlantic, L.L.C.
10777 Westheimer, Suite 955
Houston, TX 77042 USA
(713) 952-5151 Phone
(713) 977-1275 Fax
www.bominflot.net

Name of Vessel	CHARLES ISLAND		IMO Number	9059626
Port of Delivery	GULFPORT, MISSISSIPPI		Barge/Truck Reference No.	
Flag			Destination	
Grade	IFO	IFO	MDO	GASOIL
Product Name (ISO-8217)	380 FUEL			
Kin. Viscosity at 50 Deg C, cSt	254.9			
Density at 15 Deg C, KG/M ³	0.885			
Sulfur content, % M/M	3.15			
Net barrels	2546.89			
Metric tons	2250.81			
Temperature, Deg F	90.0			
Flash Point, Deg F	NOT LESS THAN 140 Deg F			

Remarks:

Date/Time Barge/truck loaded: Commenced 14/02/10 Finished 14/02/10 12:00

Date/Time Delivered: Commenced 14/02/10 Finished 14/02/10 12:00

Bunkers and representative sample(s) received in good order.

The vessel is ultimately responsible for the debt incurred through this transaction. The Supplier's right to apply and enforce a maritime lien will not be altered, waived or impaired by the application of any disclaimer stamp.

Supplier declares that products delivered under this receipt are in conformance with Annex VI of MARPOL 73/78 regulations 14(1) and 18(1).

STATE SALES TAX & FEDERAL EXCISE TAX EXEMPTION CERTIFICATES

The purchaser hereby certifies that this vessel, operated by the undersigned, is engaged in the transportation of persons or property for compensation or hire in interstate or foreign commerce. Furthermore, this vessel operates neither on the inland waterways of the state fuel is delivered in nor those of the United States. All fuel received will be used strictly as supplies for this vessel in connection with its business or operating as a private or common carrier.

GAS OIL

Dyed Diesel Fuel: For non-taxable use only. Penalty for taxable use.

Master/Chief Engineer

For Seller/Transporter

Sample Distribution/Seal numbers	Vessel	Supplier	Vessel MARPOL	Supplier MARPOL
Grade: 380 FUEL	0394963	0394961	0394964	0394962
Grade:				
Grade:				

Master's/Chief Engineer's signed written request

The undersigned hereby requests that the following grades and quantities be delivered to:

Name of Vessel

Date

Grade	IFO	IFO	MDO	GASOIL
Kin. Viscosity at 50 Deg C, cSt				
Metric Tons				
Required pumping rate, MT/hour				
Order of discharge				

The vessel is responsible for all hose connecting and disconnecting. Barge will lift hose to vessel's rail only. If vessel is unable to take delivery of the full quantity ordered, all expenses in connection with returning the oil to the installation shall be for buyer's account. The vessel's management is invited to appoint a representative to check and witness the opening and closing meter readings or tank dips. Supplier's measurements are final and binding.

Warning

The vessel's staff in charge of bunkering operations must NOT close valves on board without first giving ample warning to the attendant of the delivering facility. Any instructions from the vessel's staff, such as "ease down" or "stop" will be carried out immediately to avoid excessive pressure on the pipeline, which may cause hoses to burst. Prior to bunkering operations, every precaution must be taken to avoid contamination by oil spillage, such as the placing of drip pans, the closing of scuppers, etc. Any oil spillage will automatically be the sole responsibility of the receiving vessel if this warning is ignored. Any indication of contamination MUST be immediately reported to the relevant authorities by the staff of the delivering facility.

Place

Invitation to witness readings/dips:
ACCEPTED/DECLINED

Date

Master/Chief Engineer

EXHIBIT C

**Bominflot****INVOICE**

BOMINFLOT BUNKER OIL CORPORATION
 10777 WESTHEIMER, SUITE 955
 HOUSTON, TEXAS 77042 USA
 FAX: (713) 977-1275
 TEL: (713) 952-5151

Please address remittance via wire transfer to
 Wells Fargo Bank, N.A., San Francisco, CA
 ABA No. 121000248, SWIFT WFBUS6S
 For credit to Bominflot Bunker Oil Corporation
 Account No. 4050006550

To: MASTER AND/OR OWNER AND/OR CHARTERER
 AND/OR OPERATOR AND/OR MANAGER OF MV
 CHARLES ISLAND
 SOUTH PACIFIC SHIPPING CO LTD
 C/O ADMISA - ATTN: BUNKER DEPT
 ROBLES 103 Y CHAMBERS
 EDIFICIO ULTRAMARES, 1 ER PISO
 GUAYAQUIL
 ECUADOR

INVOICE NUMBER	K021230-IN
DELIVERY DATE	02/14/2010
INVOICE DATE	03/01/2010
CUSTOMER P.O.	
CUSTOMER NUMBER	01-0134386
JOB NUMBER	K021230
BROKER NUMBER	0000
TAX CODE	PAN

294251

ATTN:

ACCOUNT	
PORT	CRISTOBAL
DESTINATION	GUAYAQUIL

TERMS	NET 30 DAYS
LOCATION	CRISTOBAL ANCHORAGE
FLAG	FOREIGN

PRODUCTS	QUANTITY BARRELS	QUANTITY METRIC TONS	UNIT OF MEASURE	PRICE PER METRIC TON	TOTAL USD
40300-01 IFO 380 CST	2,546.890	399.840	MTW	460.000	183,926.40
41100-01 BARGING CHARGE		1.000	LPS	6,000.000	6,000.00
41100-01 FUEL SURCHARGE		1.000	LPS	200.000	200.00
41300-01 PIPELINE/TRANSFERS CHARGE		2,576.340	BBL	0.500	1,288.17
41900-01 POLLUTION CHARGE		2,576.340	BBL	0.050	128.82
41900-01 OVERTIME CHARGE		1.000	LPS	250.000	250.00

4/17/10
 DUE DATE: March 16, 2010

INVOICE TOTAL: 191,793.39

ANY STATE OR FEDERAL TAXES FOR WHICH SUITABLE EXEMPTION HAS NOT BEEN FILED WILL BE INVOICED SEPARATELY.
 IF THE PRODUCT PURCHASED INCLUDES MARINE GASOIL (DYED DIESEL FUEL), CUSTOMER CERTIFIES
 SUCH PRODUCT IS BEING PURCHASED FOR NON-TAXABLE USE ONLY

TB 08.01.10

FILE COPY

RES 3/11/10

EXHIBIT D

Robert F. Lake

From: Robert F. Lake
Sent: Thursday, April 01, 2010 3:32 PM
To: 'Phillip Voorhees'; 'newyork@kpi-bridgeoil.com'; 'rob.atkinson@kpi-oil.com'
Cc: Marketing; hhorn@bominflot.de; 'Alvaro Marques'; 'Norbert Krupp'; Mark VandeVoorde; Gene S. Owen; 'Paul Millar'
Subject: RE: South Pacific Shipping Overdues

Phil, Rob,

We are becoming alarmed at the lack of payment on the outstanding amounts due to Bominflot, also the lack of any clear explanation for non payment.

Following is the actual situation at this time:

"Charles Island", Panama, del Feb 14th, \$191,793.39, due date March 16th – now 16 days overdue
"Duncan Island", Panama, del Feb 24th, \$195,577.45, due date March 26th – now 6 days overdue
"Duncan Island", Panama, del March 3rd, \$54,142.02, due date April 2nd – due date TODAY – not paid
"Bering Sea", Panama, del March 4th, \$408,034.13, due date April 3rd – due date TODAY – not paid
"Indian Ocean", Panama, del March 10th, \$244,563.97, due date April 9th

Also FYI - "Arctic Ocean", La Libertad, del March 13th, \$175,700.00, due date April 12th (not brokered through KPI).

Please immediately advise South Pacific Shipping Co. that failure to deposit the overdue funds into our bank account by latest Monday April 5th will result in our commencing legal actions to recover the outstanding amounts.

We regret this action, but lack of any response to our repeated requests for payment information forces us to proceed in this way.

Thanks/regs
Robert Lake
Bominflot Bunker Oil Corp., Houston
(713) 353-9518 direct
(713) 952-5151 main
(832) 794-0173 cell
www.bominflot.de

"For faster service, always send your marine fuel inquiries to marketing@bominbunkers.com ONLY"

From: Robert F. Lake
Sent: Friday, March 26, 2010 9:24 AM
To: 'Phillip Voorhees'
Cc: Marketing
Subject: RE: South Pacific Shipping Overdues

Hi Phil,

I know we already spoke about this issue, but I have to say funds are still not received, and now that it is 10 days overdue, it goes to senior management attention, and credit line is shut down. This is the longest overdue we've seen since last April.

A further one "Duncan Island" for \$195,577.45 is due today, and not received so far.

I would recommend they ensure we receive all these funds today, or I'm afraid there will be consequences we can't manage from here.

Thanks/regds
Robert Lake
Bominflot Bunker Oil Corp., Houston
(713) 353-9518 direct
(713) 952-5151 main
(832) 794-0173 cell
www.bominflot.de

"For faster service, always send your marine fuel inquiries to marketing@bominbunkers.com ONLY"

From: Robert F. Lake
Sent: Tuesday, March 23, 2010 11:10 AM
To: 'Philip Voorhees'
Subject: RE: BUNKER NOMINATION - CHARLES ISLAND - CRISTOBAL - 15 FEB 2010 -

Hi Phil,
Still no funds yet. Any word?

Thanks/regds
Robert Lake
Bominflot Bunker Oil Corp., Houston
(713) 353-9518 direct
(713) 952-5151 main
(832) 794-0173 cell
www.bominflot.de

"For faster service, always send your marine fuel inquiries to marketing@bominbunkers.com ONLY"

From: Philip Voorhees [<mailto:Philip.Voorhees@kpibridgeoil.com>]
Sent: Monday, March 22, 2010 11:19 AM
To: Robert F. Lake
Subject: Re: BUNKER NOMINATION - CHARLES ISLAND - CRISTOBAL - 15 FEB 2010 -

Hi Robert,

Will do!

Brgds,
Phil

Philip Voorhees

KPI Bridge Oil New York
Tel +1-732-219-7900
Fax +1-732-219-7919
Mob +1-732-859-1671
Email voorhees@kpi-bridgeoil.com
Email usa@kpi-bridgeoil.com
Yahoo ID kpi_philip

On 3/22/10 11:42 AM, "Robert Lake" <rlake@bominbunkers.com> wrote:

Hi Phil,
Noah is out this week, so I am chasing his overdues...which includes this one since March 16th for \$191,793.39.
Can you check and advise plse?

Thanks/regds
Robert Lake
Bominflot Bunker Oil Corp., Houston
(713) 353-9518 direct
(713) 952-5151 main
(832) 794-0173 cell
www.bominflot.de

"For faster service, always send your marine fuel inquiries to marketing@bominbunkers.com ONLY"

-----Original Message-----

From: voorhees@kpi-oil.com [<mailto:voorhees@kpi-oil.com>]
Sent: Tuesday, February 09, 2010 10:59 AM
To: Marketing
Cc: Noah Carson; voorhees@kpi-oil.com; voorhees@kpi-oil.com
Subject: BUNKER NOMINATION - CHARLES ISLAND - CRISTOBAL - 15 FEB 2010 -

TO : BOMINFLOT, INC.
ATTN : NOAH CARSON
FROM : KPI OIL ASSOCIATES, INC.

PER OUR EARLIER TELCON OF TODAY, HERE IS THE APPLICABLE NOMINATION:

OUR REF # : 10-18316
VESSEL : CHARLES ISLAND
PORT : CRISTOBAL
ETA : 15 FEB 2010
ACCOUNT : SOUTH PACIFIC SHIPPING CO LTD
SUPPLIER : BOMINFLOT, INC.

PRODUCT : IFO 380CST
SPECS : RMG 380
QUANTITY : 400 MT
PRICE : \$460.00 / MT
COMMISSION : \$1.00 / MT

DELIVERY : BARGING 0-500 MTS, \$6,000 THEREAFTER EVERY ADDITIONAL MT AT
\$2.60/MT. PLUS \$200 FUEL SURCHARGE. OVERTIME, WEEKEND AND HOLIDAYS, \$250.00. PIPELINE FEE, \$0.50/GROSS
BBL (MIN. \$750 FOR 1500 BBLs OR LESS, EXCEPT IF VIA RTW). ANTI-POLLUTION FEE, \$0.05/GROSS BBL. DELIVERY ON
"FIRST COME, FIRST SERVE" BASIS.

AGENT : PACSHIP
PAY TERMS : 30 DDD
NOTE : *** DELIVERY TO BE ON NON-TRADER TANKERS. BARGE ***

NOTE : SELLERS TERMS, WELLKNOWN TO BUYER, APPLICABLE
NOTE : FULL ISO 8217 SPECIFICATIONS APPLICABLE
NOTE : DELIVERY / PRODUCT TO BE MARPOL ANNEX VI COMPLIANT

PLEASE ARRANGE AND CONFIRM SUPPLY.

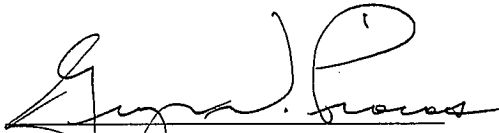
WITH REGARDS,
PHILIP VOORHEES
KPI OIL ASSOCIATES, INC.

VERIFICATION

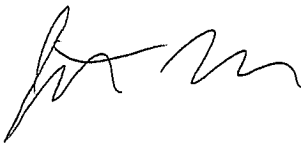
STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

George N. Proios being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and am counsel to Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff in that Plaintiff is foreign corporation, no officers or directors of which are within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.


George N. Proios

Sworn to before me this
2nd day of April 2010



Notary Public

JON WERNER
NOTARY PUBLIC
02WE6149122
STATE OF NEW YORK
COMMISSION EXPIRES
JULY 3RD, 2010